

NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DONOVAN SEBASTIAN,
individually, on a representative basis,
and on behalf of all others similarly
situated,

Plaintiff,

vs.

SPRINT/UNITED MANAGEMENT
COMPANY, a Kansas Corporation, and
DOES 1 through 20, inclusive,

Defendants.

Case No.: 8:18-cv-00757-JLS-KES

FRCP RULE 23 CLASS ACTION

FINAL JUDGMENT

1 Plaintiff's unopposed Motion for Final Approval of the Class Action Settlement as
2 to the Joint Stipulation of Class Action Settlement and Release (the "Settlement
3 Agreement") was heard on November 25, 2019, in Department 10A of the above-entitled
4 court. Having considered the Motion, Settlement Agreement, supporting declarations,
5 and all other materials properly before the Court, and having held a fairness hearing and
6 taken the matter under submission,

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to
9 all defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement
10 Agreement, which incorporates the Court's Orders amending the Settlement Agreement
11 (*see* Order Granting Stipulation to Amend Settlement Agreement, dated June 5, 2019,
12 and Order Granting Stipulation to Amend Settlement Agreement to Clarify Compensable
13 Workweeks, dated September 12, 2019).

14 2. The Court has jurisdiction over the subject matter over this Action, the Class
15 Representative, the Class Members, and Defendant.

16 3. The Court finds that the distribution of the Class Notice, as provided for in
17 the Order Granting Preliminary Approval of the Settlement, constituted the best notice
18 practicable under the circumstances to all Class Members and fully met the requirements
19 of applicable law and due process under the California and United States Constitution.
20 Based on evidence and other material submitted, the actual notice to the Class was
21 adequate.

22 4. In response to the Notice process, three Class Members opted out of the
23 Settlement (Dennis Desmith, Tina Haraguchi, and Tom Ketchem), and no Class Members
24 objected to the Settlement.

25 5. The Court approves the Settlement of the above-captioned action, as set
26 forth in the Settlement Agreement and each of the releases and other terms, as fair,
27 reasonable, and adequate.

28 6. The Parties are directed to perform in accordance with the terms set forth in

1 the Settlement Agreement.

2 7. For purposes of effectuating this Order and Judgment, this Court has
3 certified the Settlement Classes defined in the Settlement Agreement.

4 8. For purposes of this Judgment, the Court confirms the appointment of
5 Plaintiff Donovan Sebastian as the class representative. Further, the Court approves as
6 reasonable the Class Representative Enhancement Award to Plaintiff in the amount of
7 Ten Thousand Dollars (\$10,000). The Court orders the Settlement Administrator to
8 distribute the Class Representative Enhancement Award to Plaintiff in accordance with
9 the provisions of the Settlement Agreement.

10 9. For purposes of this Judgment, the Court confirms the appointment of Brian
11 J. Mankin of Fernandez & Lauby LLP as Class Counsel. Further, the Court approves as
12 reasonable the Award of Attorneys' Fees of Eight Hundred Twelve Thousand Five
13 Hundred Dollars (\$812,500).

14 10. The Court approves a Class Counsel Costs Award in the amount of Eight
15 Thousand Nine Hundred Fifty-Two Dollars and Fifty-Six Cents (\$8,952.56).

16 11. The Court confirms the appointment of Simpluris, Inc. as the Settlement
17 Administrator to administer the Settlement as more specifically set forth in the Settlement
18 Agreement and further approves Settlement Administration Costs in the amount of Nine
19 Thousand Four Hundred Seventy-Three Dollars (\$9,473).

20 12. The Parties are to bear their own costs, except as otherwise provided in the
21 Settlement Agreement.

22 13. By this Order, the Class Representative shall release, relinquish, and
23 discharge, and each of the Participating Class Members (excluding those who opted out)
24 shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and
25 forever released, relinquished, and discharged all Settled Claims, as defined in the
26 Settlement Agreement.

27 14. After settlement administration has been completed in accordance with the
28 Settlement Agreement, and in no event later than 260 days after the Effective Date,

1 Plaintiff shall file a report with this Court certifying compliance with the terms of the
2 Settlement Agreement.

3 15. Neither the Settlement Agreement nor the Settlement contained therein, nor
4 any act performed or document executed pursuant to or in furtherance of the Settlement
5 Agreement or the Settlement, is or may be deemed to be or may be used as an admission
6 of, or evidence of, the validity of any Settled Claim, or of any wrongdoing or liability of
7 Defendant or any of the Released Parties. Defendant or any of the Released Parties may
8 file the Settlement Agreement and/or the Judgment from this Action in any other action
9 that may be brought against it or them in order to support a defense or counterclaim based
10 on principles of res judicata, collateral estoppel, release, good faith settlement, judgment
11 bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense
12 or counterclaim.

13 16. This document shall constitute a Judgment and, without affecting the finality
14 of this Judgment in any way, the Court reserves exclusive and continuing jurisdiction for
15 the sole purpose of enforcing the Settlement Agreement.

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17 **IT IS SO ORDERED.**

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19 Dated: December 20, 2019



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21 Honorable Josephine L. Staton
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